



## **1. Creation of the Contract**

1.1 All goods sold by Fuzion to the Customer are sold subject to these conditions and all work performed by Fuzion for the Customer in connection with such goods is carried out subject to these Conditions.

1.2 No order placed by the Customer shall form the basis of a contract with Fuzion unless it is an unconditional acceptance of a quotation given by Fuzion not more than 45 days previously or unless it is subsequently accepted in writing by Fuzion.

## **2. Delivery and Acceptance**

2.1 Delivery dates are estimated in good faith and Fuzion will use its best efforts to meet them. However, time is not of the essence of the contract and Fuzion is under no liability to the Customer in the event of any delay in delivery.

2.2 Without prejudice to the previous paragraph, if the manufacture, servicing or delivery of Goods is delayed by any cause outside the control of Fuzion the time for delivery shall be deemed to be extended by the duration of the delay.

2.3 Goods will be regarded as having been delivered to the customer when they are tendered for delivery in accordance with the contract, or when Fuzion notifies the Customer that they are ready for collection where that is the method of delivery specified in the contract.

2.4 Any act of use of the Goods or application of the Goods in connection with other equipment or otherwise carrying out any act inconsistent with the continued ownership of the Goods by Fuzion will be deemed to be an irrevocable acceptance of those Goods by the Customer.

2.5 Fuzion shall not be obliged to arrange carriage of Goods either to or from its premises, or packing of Goods, unless it has specifically and in writing agreed to do so.

## **3. Risk and Passing of Title**

3.1 The Goods shall be at the Customer's risk with effect from the time of delivery and it shall be the Customer's responsibility to insure them against loss or damage from that time.

3.2 In respect of Goods left with Fuzion for maintenance or repair, the Customer shall at all times be responsible for all risk of loss or damage to such Goods and for insuring against such risk, notwithstanding that the Goods may be in the custody of Fuzion.

3.3 The ownership of Goods sold to the Customer will not pass to the Customer until they have been paid for in full in accordance with the contract. Until they have been paid for, they shall be stored by the Customer separately from its own property and identified as being the property of Fuzion. Fuzion shall be entitled to enter onto the Customer's premises at any time during normal business hours for the purpose of taking possession of any Goods for which the Customer shall not have paid in full in accordance with the contract.

#### **4. Payment**

4.1 Contract prices are stated exclusive of Value Added Tax, which will be charged at the rate ruling at the relevant tax point.

4.2 Credit terms may be granted and withdrawn at the sole discretion of Fuzion. Where credit is granted, payment will be due no later than the end of the month following the month of the invoice, unless Fuzion specifically agrees otherwise.

4.3 Fuzion will be entitled to charge interest at the rate of 2% per month on any overdue payments and this rate will apply after as well as before any judgement requiring payment of the sums in question.

4.4 Time for payment shall be of the essence of the contract between Fuzion and the Customer.

4.5 The Customer shall not be entitled to withhold or set off payment for any Goods on any grounds whatsoever.

4.6 Valid rejection by the Customer of part only of any particular consignment, or of part only of the Goods comprised in any particular contract, will not operate to delay the obligation on the Customer to pay the applicable price for the part of the consignment or contract goods not so rejected.

4.7 In the case of Goods left for maintenance or repair, Fuzion shall have a lien over the Goods in respect of all sums payable by the Customer to Fuzion in respect of the Goods (including, without limitation, insurance and storage thereof). If the Customer fails to make payment in accordance with these Conditions then, without prejudice to any other right or remedy available to it, Fuzion shall be entitled to at any time after the expiry of 12 calendar months from the date of service of the invoice for the work, sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess (if any) over the sums due to Fuzion in respect of the Goods.

4.8 All prompt payment discounts are offered on the proviso that no overdue invoices are outstanding at the time the discount is deducted from the remittance. The Customer must ensure that their account is current before taking advantage of settlement discount.

#### **5. Cancellation**

Fuzion shall be entitled to suspend or cancel its performance of the contract with the Customer if: -

5.1 any payment under the contract is overdue; or

5.2 the Customer rejects, without good cause, any Goods ordered by it and tendered for delivery by Fuzion; or

5.3 the value of the Goods to be delivered exceeds the Customer's credit limit with Fuzion (whether or not the Customer is aware of the credit limit); or

5.4 the Customer has a receiver or administrator appointed in respect of any of its assets, has a winding-up petition presented against it, or enters into liquidation otherwise than for the purposes of amalgamation or reconstruction.

## **6. Liability**

6.1 Fuzion warrants that the Goods sold to the Customer will be of sound material and workmanship and where a particular purpose has been specified in writing in the contract, that they will be fit for that purpose.

6.2 Fuzion warrants to the Customer that maintenance and repair of Goods will be carried out by Fuzion in accordance with the contract and with reasonable care and diligence.

6.3 The Customer will inspect the Goods immediately upon receipt and will notify Fuzion in writing of any shortage or defect not more than 7 days after receipt. Any liability of Fuzion for unfitness for purpose will cease 3 months from the date of delivery of the Goods to the Customer.

6.4 Fuzion's sole liability to the Customer in respect of any defect in the works of maintenance or repair shall be to rectify the defect so that the work is in accordance with the contract.

6.5 Fuzion will be under no liability to the Customer in respect of defective Goods where the Customer's claim is: -

- a) made more than 12 months after the date of delivery; or
- b) in respect of loss or damage in transit and is made more than 7 days after the date of delivery; or
- c) in respect of non-delivery of Goods and is made more than 14 days after receipt by the Customer or notice (whether by despatch note, invoice or otherwise) that the Goods have been despatched by Fuzion; or
- d) the result of the Customer having failed to use the Goods in accordance with all applicable instructions, or having failed to take reasonable care of the Goods.
- e) in respect of loss or damage caused by a third party.

6.6 Fuzion's liability shall in all cases be limited to the repair or replacement of the defective Goods and shall be subject to a monetary limit equal to the invoice value of the Goods in question. Fuzion shall not in any circumstances be liable for loss of profit or indirect or consequential loss or damage of any nature, but acknowledges its continuing liability for death or personal injury caused by any defect in the Goods.

## **7. Compliance**

### **7.1 CE & RoHS**

Finished products supplied by Fuzion meet CE and RoHS regulation requirements and are traceable directly to the relevant manufacturer. Fuzion in-house manufactured items are warranted to be lead-free and rigorous quality control checks are in place to ensure compliance to current RoHS regulations.

### **7.2 WEEE**

Fuzion is committed to the Waste Electrical and Electronic Equipment Directive (**WEEE**) to help minimise the impact of electrical and electronic goods on the environment. A current registration certificate is in force and available for inspection on request.

8. **General**

8.1 The failure on any occasion by either Fuzion or the Customer to exercise or enforce any right conferred by these Conditions shall not operate as a waiver of the right for future occasions.

8.2 These Conditions shall be interpreted in accordance with the Law of England and Fuzion and the Customer agree to submit any dispute to the non exclusive jurisdiction of the courts of England.

*Fuzion plc 2007*